

2-8-28

THIS DOES NOT  
CIRCULATE

HUNTERDON COUNTY COURT

IN REGARD:

Hunterdon County Probation Officers

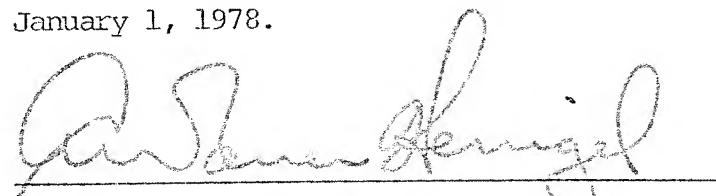
ORDER

1/1/78 - 12/31/79

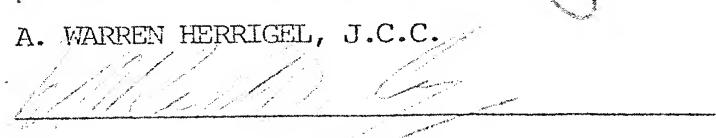
It appearing that the Board of Chosen Freeholders of the County of Hunterdon were duly served with a Notice of Hearing, pursuant to N.J.S.A. 2A:168-8, to fix the annual salaries to be paid to the County Probation Officers and to consider the proposed 1978-79 Hunterdon County Probation Employment Contract, and;

It further appearing that the said Board of Chosen Freeholders has informed the Court that it does not desire to participate in such hearing or raise any objection to the said Contract,

It is, thereupon, on this 15 day of August, 1978, ORDERED and ADJUDGED that the aforesaid Employment Contract be executed by the Judges of the Hunterdon County Court and that the said Contract be, and is hereby, effectuated, effective nunc pro tunc January 1, 1978.



A. WARREN HERRIGEL, J.C.C.



WILLIAM M. D'ANNUNZIO, J.C.C.

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### Article I - Agreement

This agreement entered into this      day  
of      , 1978 by and between the Judges of the  
County Court of Hunterdon County, New Jersey (hereinafter  
referred to as the Judges) and the Hunterdon Probation  
Officers' Association (hereinafter referred to as Assoc-  
iation).

### Article II - Recognition

The Judges hereby recognize the Association  
pursuant to Chapter 123 of the Laws of 1974, as amended,  
as the sole and exclusive representative of the Senior  
Probation Officers and Probation Officers of the Hunterdon  
County Probation Department (hereinafter referred to col-  
lectively as probation officers) to negotiate matters  
relating to salaries and terms and conditions of employment  
pursuant to the provisions of N.J.S.A. 2A:168-1 et. seq.

### Article III - Salaries

#### Section 1

Effective January 1, 1978 probation officer  
salary ranges and increments shall be established as fol-  
lows:

Title	Minimum	Maximum	Increment
Probation Officer	\$11,100	\$15,500	\$750
Senior Probation Officer	12,700	17,800	850

#### Section 2

Effective January 1, 1978, each permanent Pro-  
bation Officer employed by the probation department for one  
year or longer shall receive a salary adjustment equal to  
\$1,400 added to the officer's December 31, 1977 base pay  
(inclusive of the annual increment). Effective January 1,  
1978 each Senior Probation Officer shall receive a salary  
adjustment equal to \$1,600 added to the officer's December  
31, 1977 base pay (inclusive of the annual increment).

#### Section 3

Effective January 1, 1979 probation officers  
salary ranges and increments shall be established as fol-  
lows:

Title	Minimum	Maximum	Increment
Probation Officer	\$11,500	\$16,000	\$750
Senior Probation Officer	13,200	18,774	850

Section 4

Effective January 1, 1979 each permanent Probation Officer employed by the probation department for one year or longer shall receive a salary adjustment equal to \$1,500 added to the officer's December 31, 1978 base pay (inclusive of the annual increment). Effective January 1, 1979 each Senior Probation Officer shall receive a salary adjustment equal to \$1,700 added to the officer's December 31, 1978 base pay (inclusive of the annual increment).

Section 5

If the December, 1978 Consumer Price Index for the Philadelphia area increases by more than 7% over the December, 1977 Consumer Price Index for the Philadelphia area, the Association reserves the right to renegotiate a salary adjustments for 1979 in addition to the salary adjustment described in Section 4 above.

Article IV - Promotional Increases

Any Probation Officer receiving a promotion to Senior Promotion Officer shall be entitled to a salary adjustment equal to one Senior Probation Officer increment or the new minimum salary, whichever is greater.

Article V - AutomobilesSection 1

As authorized by N.J.S.A. 2A:168-8, a probation officer when designated by the Chief Probation Officer to use his/her private vehicle on probation department business shall be reimbursed at the prevailing county mileage rate, presently at 18¢ per mile. Probation officers authorized to use their private vehicles shall keep monthly records specifying the dates and use, points of travel, mileage travelled and shall sign and transmit the records to the Chief Probation Officer. Forms for this purpose will be furnished by the Chief Probation Officer.

Section 2

Probation officers authorized to use private vehicles on probation department business shall carry liability coverage for the use of their vehicles covering

bodily injury in the amount of \$100,000 for each person and \$300,000 for each occurrence and property damage in the amount of \$25,000 for each occurrence. Possession of such coverage and costs shall be verified by submission of satisfactory proof to the Chief Probation Officer.

### Section 3

The private vehicles of probation officers shall not be utilized for the transportation of probationers.

### Article VI - Supper Allowance

Retroactive to January 1, 1978 probation officers who are required to remain on duty after the hour when the department has normally closed and through the supper hour shall be paid a supper allowance of \$4.40. Effective January 1, 1979 the supper allowance shall be raised to \$4.75. Reimbursement shall be made by voucher in accordance with the provisions of N.J.S.A. 2A:168-8.

### Article VII - Educational Awards

#### Section 1

Retroactive to January 1, 1978 probation officers who have, or who shall hereafter obtain a Master's Degree from an accredited college or university in Sociology, Psychology, Criminology, Criminal Justice, Corrections, Social Work, Public Administration or a field of study related to probation as determined by the Chief Probation Officer and approved by the Judges shall be entitled to an annual award of \$290. Effective January 1, 1979 the educational award shall be raised to \$325. This award shall be prorated to the end of the calendar year in which the degree was attained provided there is submitted evidence of such attainment to the Chief Probation Officer.

#### Section 2

Probation officers who have, or who shall hereafter obtain a Doctorate Degree from an accredited college or university pursuant to the regulations in Section 1 shall be entitled to an annual award of \$500. This award shall be prorated in accordance with Section 1.

#### Section 3

Each probation officer currently receiving an educational award shall continue receiving the award during the term of this agreement.

Section 4

The decision of the Chief Probation Officer and the Judges as to the fields of study eligible under this Article shall be final and not subject to further appeal.

**Article VIII - Tuition Reimbursement**

Probation officers shall receive financial reimbursement for graduate level courses taken at an accredited college or university contingent upon the following rules and regulations:

1. Prior approval in writing must be secured from the Chief Probation Officer;
2. The courses taken must be in the fields of Sociology, Psychology, Criminology, Criminal Justice, Corrections, Social Work, Public Administration or in a field of study related to probation as determined by the Chief Probation Officer and approved by the Judges;
3. Probation officers must receive a passing grade in the course in order to be entitled to any reimbursement and must submit proof to the Chief Probation Officer;
4. The amount of reimbursement for the approved course may not exceed \$250 per semester; and,
5. The decision of the Chief Probation Officer and the Judges is final and shall not be subject to further appeal.

**Article IX - Vacation and Other Leave Credits**Section 1

Pursuant to R. 1:30-5(b), probation officers of the Hunterdon County Probation Department shall receive the same vacation and other leave credits as are provided generally to other employees of the county. Presently, permanent probation officers are entitled to the following vacation credits:

<u>Length of Service</u>	<u>Number of Days</u>
1st year	1 per full month employed
2nd - 7th year	12 annually
8th - 11th year	15 annually
12th - 17th year	20 annually
18th - 19th year	25 annually
20th year & over	25 annually + 1 additional day for each year over 20 years

## Article X - Holidays

### Section 1

Probation officers shall be entitled to all legal holidays and such other days off as shall be determined by the judiciary. Pursuant to N.J.S.A. 36:1-1, these legal holidays shall include:

January 1st . . . . .	New Year's Day
January 15th . . . . .	M. L. King's Birthday
February 12th. . . . .	Lincoln's Birthday
3rd Monday in February . . . . .	Washington's Birthday
Last Monday in May . . . . .	Memorial Day
July 4th . . . . .	Independence Day
1st Monday in September. . . . .	Labor Day
2nd Monday in October. . . . .	Columbus Day
November 11th. . . . .	Armistice or Veteran's Day
4th Thursday in November . . . . .	Thanksgiving
December 25th: . . . . .	Christmas Day
General Election Day and Good Friday.	

### Section 2

If any probation officer is required to work a legal holiday or other day off granted by the Judiciary, the officer shall be granted an equivalent amount of time off.

## Article XI - Health and Welfare Benefits

Probation officers shall continue to be provided with health and welfare benefits presently granted to Hunterdon County employees generally. The benefits include but are not limited to a non-contributory medical health insurance plan and a non-contributory major medical insurance plan. If during the term of this agreement the County grants to its employees generally any additional health and welfare benefits, such as optical, drug or dental plan, or provides any expanded coverage, such benefits shall simultaneously be awarded to probation officers.

## Article XII - Management Rights

### Section 1

To ensure the effective and efficient administration of the duties and responsibilities vested in the probation department by statute, court rule and judicial policy, the Judges of the County and Management hereby reserve and retain unto themselves all the powers, rights, authority, duties and

responsibilities conferred upon and vested in them by law prior to the signing of this agreement. Among the rights which Management retains, but not limited to the, are the following:

1. To manage and administer the affairs and operations of the probation department;
2. To direct its working forces and operations;
3. To hire, promote, assign and transfer personnel;
4. To schedule and determine work assignments;
5. To demote, suspend, discharge or otherwise take action of a disciplinary nature against "provisional or temporary" employees;
6. To demote, suspend, discharge or otherwise take disciplinary action for just cause against "permanent" employees in accordance with applicable statutes and court rules;
7. To promulgate rules and regulations from time to time, which may affect the orderly and efficient administration of the probation department. It is understood that such rules and regulations as ordered by statute, or court policy, may be instituted without prior notice and that other regulations covering local working conditions will be instituted upon notification by the Chief Probation Officer, which need not be in writing but shall be in writing whenever practicable).

### Section 2

The parties to this agreement acknowledge that the New Jersey Constitution, statutes and court rules provide for the involvement of the Chief Justice and the Supreme Court, the Administrative Director of the Courts and the Assignment Judge of the County in the administration of probation services. The parties recognize and agree to respond and comply to the requests, promulgated standards and pronouncements of the aforementioned parties as they exercise their lawful rights.

### Section 3

The Judges and Management's use and enjoyment of its powers, rights, authority, duties and responsibilities, the adoption of its policies and practices or the promulgation of rules and regulations in furtherance thereof, and the exercise of discretion pursuant thereto, shall be limited

only by the terms of this agreement and to the extent same conform to the court rules and other laws of New Jersey and the United States.

#### Section 4

Nothing contained in this agreement shall operate to restrict the Judges and Management in the exercise of their rights, responsibilities and authority pursuant to the laws of this state or of the United States.

### Article XIII - Grievance Procedure

As authorized by N.J.S.A. 34:13A-5.3 and in conformance with the provisions of P.E.R.C. Rules 19:12-5.3 and 19:12-5.4, the parties agree that a complaint or grievance of any probation officer relating to the interpretation, application or violation of policies, agreements and administrative decisions affecting them, if not otherwise provided for in law or in applicable rule and regulations having the force and effect of law, shall be settled in the following manner:

#### Step 1

Any complaint or grievance of a probation officer shall be initiated within ten (10) working days of the officer's having knowledge of the alleged grievance. The grievance shall first be taken to the officer's immediate supervisor, e.g., the Senior Probation Officer, who shall make an effort to resolve the problem within a reasonable period of time; within three (3) working days, if possible. At this level, a complaint or grievance need not be in writing. The time limit in this step may be extended by mutual consent;

#### Step 2

If not resolved at the supervisory level, the grievance shall be put in writing, signed by the aggrieved officer, and submitted to the Chief Probation Officer, who shall acknowledge its receipt within three (3) working days and shall render a decision within five (5) working days thereafter. In the case of absence of the Chief Probation Officer, the grievance may be handled by a designated assistant or it may proceed to the next step with the approval of both parties. The time limit in this step may be extended by mutual consent;

#### Step 3

If the aggrieved officer is not satisfied with

the decision of the Chief Probation Officer, he may choose to utilize one of the following two options for a final determination of the grievance:

- (a) The officer may appeal to the Civil Service Commission under the laws and rules governing the operation of that agency provided that the Commission agrees to hear the case;
- (b) He may appeal to the County Court Judges, in which case the decision of the Judges shall be final and binding and shall be rendered with reasonable promptness. The Judges may designate any Court employee or other representative who is not an employee of the Courts to hear and make recommendations to them for disposition.

All grievances and complaints that are related to judicial policy and/or the authority of the Chief Justice, Supreme Court, Administrative Director of the Courts or the Assignment Judge under Rule 1:34-4 and any other applicable Statute or Court Rule shall be limited to Step 3(b). In using the grievance procedure established herewith, an employee is entitled at each step to be represented by an attorney of his own choosing, or by a bona fide member of the Union designated to represent him pursuant to this Agreement.

Notwithstanding any procedures for the resolution of disputes, controversies or grievances established by any other Statute, grievance procedures established by agreement between the public employer and the representative organization shall be utilized for any dispute covered by the terms of such agreement. (N.J.S.A. 34:13A-5.3)

Hearings and/or meetings resulting from the implementation of Step 2 of this grievance procedure, shall be held after the normal work day.

#### Article XIV - Savings Clause

Should any article, section, or provision of this agreement be found illegal, unenforceable, null, void or in violation of any law or any rule or any decision having the force and effect of law, all other articles, sections and provisions of this agreement shall remain, nonetheless, in full force and effect.

#### Article XV - Conclusiveness of Agreement

This agreement constitutes the final and

complete understanding between the parties on all bargainable issues, subject to the right of the parties to reopen discussion in accordance with contract provisions or on any issue, but only by mutual consent and upon the happening of some unforeseen event.

#### Article XVI - Duration of Contract

##### Section 1

The provisions of this agreement shall be retroactive to January 1, 1978 and shall remain in full force and effect until December 31, 1979. By mutual concurrence of the parties, they may be continued for an additional time period.

##### Section 2

A written notice to terminate or modify this contract is required to be given at least 60 days prior to December 31, 1979.

In witness of this agreement, the parties to it have affixed their signatures this 11<sup>th</sup> day of AUGUST 1978.

FOR THE JUDGES

FOR THE ASSOCIATION

A. Warren Herrigel John Higgins  
A. Warren Herrigel John Higgins

Thomas Riordan  
Thomas Riordan

Bruce McCulloch  
Bruce McCulloch